

Agreement to Assign Intellectual Property Rights

I understand that Black Hills State University manages employee-created intellectual property pursuant to the South Dakota Board of Regents Intellectual Property Policy, Board Policy No. 4:34, a copy of which may be found at <http://www.sdbor.edu/policy/4-Personnel/documents/4-34.pdf>.

I understand that, subject to the exceptions permitted, and on the conditions stated, in §§ 4 and 6 of Board Policy No. 4:34, the South Dakota Board of Regents (the Board) will own intellectual property that I may create, author, invent or reduce to practice in the course of or as a direct result of my employment duties or that I may create, author, invent or reduce to practice, in whole or substantial part, in the course of sponsored research or in facilities or using resources controlled by or administered under the authorization of the Board.

Pursuant to, and as provided in, Board Policy No. 4:34, and in consideration of my employment by the Board by and through Black Hills State University, and other valuable consideration, I hereby agree as follows:

I agree to assign, and I do hereby assign, to the Board all my right, title and interest, whether present or expectant, in intellectual property in accordance with and on the conditions specified in Board Policy No. 4:34.

When required under Board Policy No. 4:34, I agree to disclose to the South Dakota Board of Regents through Black Hills State University any intellectual property that I may create, author, invent or reduce to practice.

I understand that Board Policy No. 4:34, not only establishes the obligations to assign and to disclose intellectual properties, but also reserves certain rights to creators of intellectual property and defines conditions under which the Board's rights of ownership may be waived in whole or in part.

I understand that, pursuant to this agreement, my employment is conditioned on my acceptance of the obligations stated in Board Policy No. 4:34. I understand that this means that my failure to sign this agreement will have the same effect as a resignation and that any violation of this agreement will be grounds for discipline, up to and including termination.

I understand and agree that the Board has the right to change its Intellectual Property Policy at any time. I understand that such changes may alter my rights and obligations with respect to properties that I may create, author invent or reduce to practice. Required changes would be of prospective application only and would have no effect on rights that have vested prior to the date of the new agreement. I understand that, if such policy changes require the execution of a new agreement to assign intellectual property rights, I shall have to accept and to execute such documents in order to continue my employment with the Board.

I acknowledge that I am bound by the obligations stated in this agreement during any periods of employment by Black Hills State University, or by any other institution or administrative organization governed by the Board, whether such employment is full-time or part-time, as a faculty member, an administrator or otherwise, and whether it is for a specific term under a tenure track or tenured faculty appointment, or in a position classified under the South Dakota Career Service Act.

I understand that the obligations and rights created by this agreement are continuing and survive the termination of my employment or any interruptions in service.

Print Name

Signature

Date